

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

LAURIE PUGH,

Plaintiff,

v.

Civil Action No. 3:21cv128

COSTCO WHOLESALE CORPORATION
999 Lake Drive
Issaquah, Washington 98027-8990

Serve: CT Corporation System (Registered Agent)
4701 Cox Road, Suite 285
Glen Allen, Virginia 23060

Defendant.

COMPLAINT

COMES NOW Plaintiff Laurie Pugh (“Plaintiff”), by counsel, and states as follows for her Complaint against Defendant Costco Wholesale Corporation (“Defendant”), for damages resulting from its negligent maintenance of its premises:

NATURE OF ACTION, JURISDICTION, AND VENUE

1. This is a personal injury action arising as a result of a slip-and-fall incident that occurred on May 5, 2019 at Defendant’s warehouse located at 1401 Mall Drive, North Chesterfield, Virginia 23235.
2. Diversity jurisdiction exists in this case pursuant to 28 U.S.C. § 1332, as the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.
3. Venue is proper in this jurisdiction pursuant to 28 U.S.C. § 1391 because the events underlying this action occurred within the jurisdiction of the United States District Court for the Eastern District of Virginia, Richmond Division.

THE PARTIES

4. Plaintiff, age 54, is and was at all relevant times a resident of Chesterfield, Virginia.

5. At all times relevant herein, Defendant was and continues to be a Washington corporation, authorized to conduct and conducting business in the Commonwealth of Virginia, with its principal office located at 999 Lake Drive, Issaquah, Washington 98027.

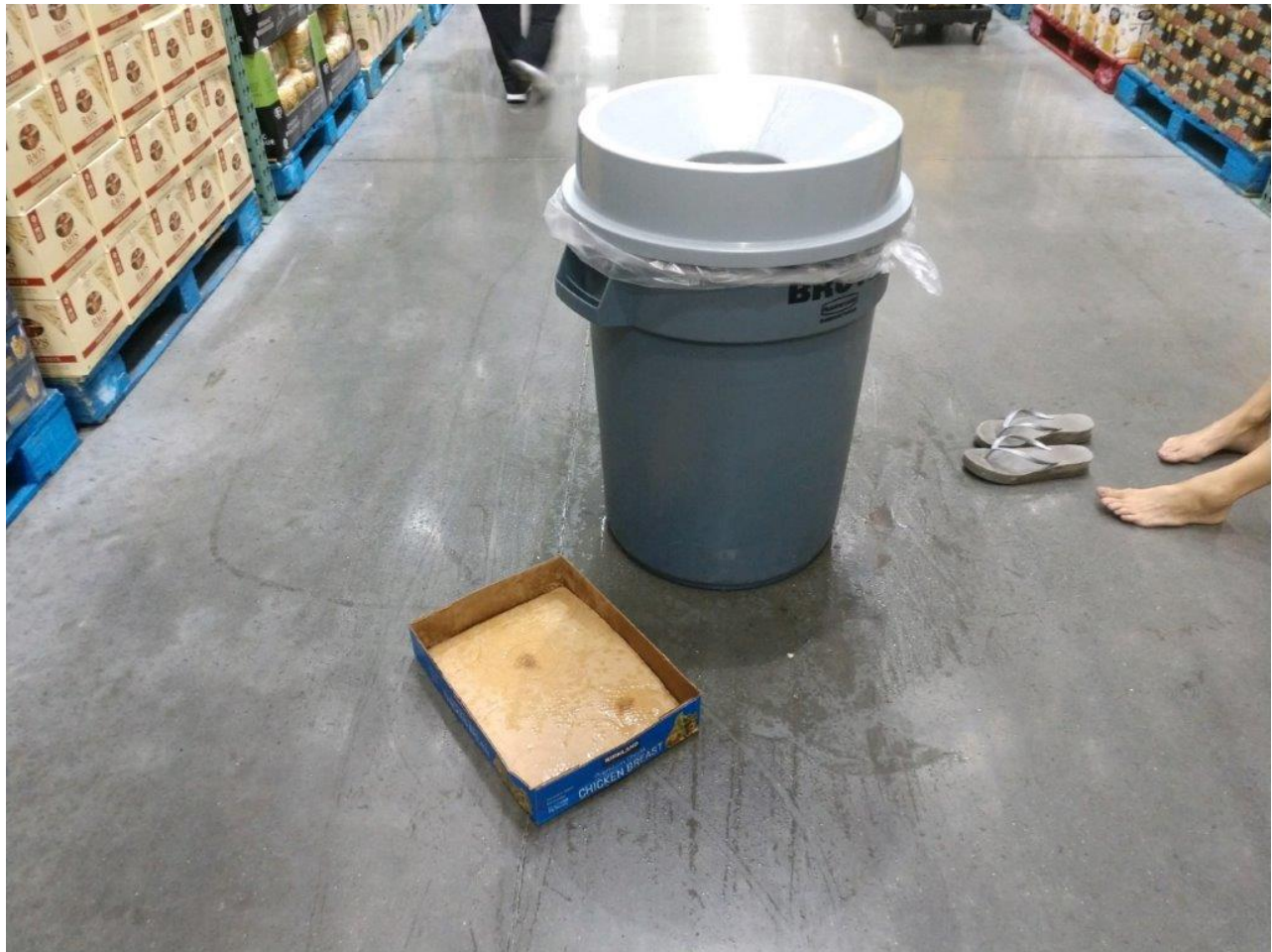
FACTS

6. On May 5, 2019, Defendant was the owner and operator of a warehouse located at 1401 Mall Drive, North Chesterfield, Virginia 23235. On that date, Plaintiff and her husband went into Defendant's warehouse to shop as invitees.

7. As Plaintiff was proceeding down one of the aisles within the warehouse, she slipped and fell on a collection of water that had accumulated in the middle of the aisle, having dripped down from an air conditioning unit in the roof above. In the puddle of water was a cardboard box top; however, there were no warning signs or other devices to warn customers of the presence of the water.

8. After Plaintiff's fall, a Costco employee believed to be named "Jack," and further believed to be the warehouse manager, arrived upon the scene. "Jack" stated that he had been aware of the dripping water that had fallen from above, and that he had been the individual who had placed the cardboard box top on the ground to try and catch the water. "Jack" further stated that he would go retrieve a trash can to catch additional water.

9. The following pictures of the scene, taken after Plaintiff's fall, and after "Jack" had brought in a trash can, reflect the extensive presence of water on the floor:





10. At the time of Plaintiff's fall, one or more Costco employees, including at a minimum "Jack," knew that: (a) there was water on the floor; and (b) the water was a dangerous and unsafe condition.

11. At the time of Plaintiff's fall, these Costco employees, including at a minimum "Jack," were acting within the course and scope of their agency, service, and/or employment with Costco, and as agents, servants, and/or employees of Costco.

12. At the time of Plaintiff's fall, there were no warning signs or devices alerting customers that there was water on the floor.

13. At all times relevant herein, upon information and belief, Costco hired people who were responsible to keep the walking surfaces at the premises safe (hereinafter "employees"). These responsibilities, included, but were not limited to:

- a. Preventing collections of water on the walking surfaces at the premises;
- b. Inspecting the premises to discover collections of water on the walking surfaces at the premises;
- c. Removing collections of water on the walking surfaces at the premises as soon as possible; and
- d. Warning customers and members of the premises of collections of water on the walking surfaces at the premises that could not be removed.

14. At all times relevant herein, Defendant, its employees, agents, and servants, and each of them, had a duty to keep the warehouse premises safe.

15. At all times relevant herein, Defendant, its employees, agents, and servants, and each of them, had a duty to prevent dangerous and unsafe conditions from being present on its premises.

16. At all times relevant herein, Defendant, its employees, agents, and servants, and each of them, had a duty to inspect its premises to discover dangerous and unsafe conditions.

17. At all times relevant herein, Defendant, its employees, agents, and servants, and each of them, had a duty to fix dangerous and unsafe conditions on its premises of which it was or should have been aware.

18. At all times relevant herein, Defendant, its employees, agents, and servants, and each of them, had a duty to clean spills of water on its floors of which it was aware or should have been aware as soon as possible.

19. At all times relevant herein, Defendant, its employees, agents, and servants, and each of them, had a duty to warn of dangerous and unsafe conditions on its premises of which it was or should have been aware that could not be fixed.

20. At all times relevant herein, Defendant, its employees, agents, and servants, and each of them, had a duty to warn of spills of water on its floors of which it was aware or should have been aware that could not be cleaned.

21. Defendant, its employees, agents, and servants, and each of them, breached these duties by choosing not to keep its premises safe.

22. Defendant, its employees, agents, and servants, and each of them, breached these duties by choosing not to prevent dangerous and unsafe conditions from being present on its premises.

23. Defendant, its employees, agents, and servants, and each of them, breached these duties by choosing not to inspect its premises to discover dangerous and unsafe conditions.

24. Defendant, its employees, agents, and servants, and each of them, breached these duties by choosing not to fix dangerous and unsafe conditions on its premises of which it was or should have been aware.

25. Defendant, its employees, agents, and servants, and each of them, breached these duties by choosing not to clean spills of water on its floors of which it was or should have been aware as soon as possible.

26. Defendant, its employees, agents, and servants, and each of them, breached these

duties by choosing not to warn of dangerous and unsafe conditions on its premises of which it was or should have been aware that could not be fixed.

27. Defendant, its employees, agents, and servants, and each of them, breached these duties by choosing not to warn of spills of water on its floors of which it was aware or should have been aware that could not be cleaned.

28. As a direct and proximate result of the negligence of Defendant, its employees, agents, and servants, and each of them, Plaintiff was injured and suffered damages.

COUNT I -- NEGLIGENCE

29. Plaintiff restates and incorporates herein the allegations set forth in Paragraphs 1 through 28 of the Complaint.

30. At all relevant times herein, Defendant had a non-delegable duty to maintain its premises in a reasonably safe condition.

31. Further, it was Defendant's duty to use reasonable care in managing, inspecting, designing, configuring, leasing, clearing, cleaning, and maintaining the premises, and to use ordinary care to have the premises in a reasonably safe condition, and to use ordinary care to correct or warn an invitee of any unsafe condition that Defendant knew about or should have known about.

32. The water referenced above was a dangerous and unsafe condition on Defendant's property, and Defendant was aware and had notice of the dangerous and unsafe condition, and Plaintiff slipped and fell as a result of the dangerous and unsafe condition.

33. The Plaintiff's fall was directly and proximately caused by carelessness, recklessness, and negligence of Defendant in constructing, managing, inspecting, designing, configuring, leasing, clearing, cleaning, and maintaining the premises, and in Defendant's failure

to use ordinary care to have the premises in a reasonably safe condition, and failure to warn the Plaintiff of the dangerous or unsafe conditions.

34. Defendant is liable for the negligence of any of its employees, agents, and/or servants under the doctrine of *respondeat superior*, who contributed to allowing the dangerous and unsafe condition to remain and/or form.

35. As a direct and proximate result of the aforesaid negligence of Defendant, the aforementioned incident occurred and Plaintiff suffered the following damages: severe injuries; physical pain and mental anguish, including past, present, and that which she may reasonably be expected to suffer in the future; inconvenience, including past, present, and that which she may reasonably be expected to suffer in the future; medical expenses, including past, present, and that which she may reasonably be expected to suffer in the future; loss of past and future income; and other damages as allowed by law.

WHEREFORE, the Plaintiff, Laurie Pugh, respectfully prays for judgment and an award of execution against Defendant Costco Wholesale Corporation in the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), plus pre-judgment interest from May 5, 2019 to the present and post-judgment interest, plus costs and other relief as may be warranted.

TRIAL BY JURY IS DEMANDED.

DATED: March 2, 2021.

LAURIE PUGH

By: /s/ Mark Dennis Dix
Counsel

Mark D. Dix [VSB No. 42718]
COMMONWEALTH LAW GROUP, PLLC
3311 West Broad Street
Richmond, Virginia 23230
Tel.: (804) 999-9999
Fax: (866) 238-6415
Email: mdix@hurtinva.com

Counsel for Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

LAURIE PUGH

(b) County of Residence of First Listed Plaintiff Chesterfield
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Mark D. Dix, Esquire, Commonwealth Law Group, PLLC,
3311 W. Broad St., Richmond VA 23230 (804) 999-9999

DEFENDANTS

COSTCO WHOLESALE CORPORATION

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Section 1332

Brief description of cause:

Action for personal injuries arising from slip-and-fall on Defendant's premises.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.DEMAND \$
\$500,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

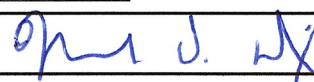
JUDGE _____

DOCKET NUMBER _____

DATE

3/2/2021

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____



ACCOUNT ENDING - 13008
Platinum Card®

CARD MEMBER
MARK DIX

Card Activity Since Feb 22 (Closing Mar 24)

Transactions

1 Transactions

DATE	DESCRIPTION		AMOUNT
Mar 2 Pending	EDVA PAYGOV PAYMENTS 401 COURTHOUSE SQ ALEXANDRIA VA 22314	EDVA PAYGOV PAYMENTS Will appear on your Mar 2, 2021 statement as EDVA PAYGOV PAYMENTS <div><div>METHOD</div>Card used online<div>CARD</div>MARK DIX</div> REWARDS You'll be able to see Rewards information for an eligible charge within 5 days of the charge posting to your account. Please check back later.	\$402.00